Amendment of DoD Retail Refund Pricing Agreement
Between
Defense Health Agency (DHA)
And
The Manufacturer

The purpose of this Amendment is to clarify and streamline processes and to eliminate unnecessary burdens on both DHA and the Manufacturer related to updating and maintaining the information in the current Appendix A. This amendment eliminates the need for the Manufacturer to update Appendix A with its new covered drugs and new NDCs for existing covered drugs. Additionally, as DoD will calculate the amount owed by the Manufacturer to DoD based on the non-FAMP and FCP reported to the Department of Veterans Affairs (DVA)*, there is no need for the Manufacturer to report those amounts, or updates thereto, to DoD.

Appendix A of the Retail Refund Pricing Agreement dated _____ is replaced with the following:

"Each covered drug of the manufacturer under 38 U.S.C. 8126, as defined in 32 CFR 199.21(q)(2)(iii), is covered by this Agreement."

*DoD calculations will be based upon the units reported on the TRICARE Retail Utilization reports. This calculation by DoD does not relieve the manufacturer of its obligation to report sales to DVA by package.

All other terms and conditions of the Retail Refund Pricing Agreement remain unchanged.

Approved this _____ day of _____, _____:

_____
Manufacturer Representative

_____
Printed Signatory Name

_____
Signatory Title

_____
Manufacturer Name and Labeler Code

Approved this _____ day of _____, _____:

_____
Nita Sood, Pharm.D., MPH
CAPT, USPHS

Chief of Staff
Pharmacy Operations Division